

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO-C1</b>		PAGE OF 1 7	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>SP0300-03-D-Z107</b>		3. EFFECTIVE DATE <b>MAR 31 2003</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>ARS02086000100</b>			
5. ISSUED BY <b>Defense Supply Center Philadelphia 700 Robbins Avenue Philadelphia, PA 19111 DSCP-HRAA, F. Tallent 215-737-2969 FAX 7774</b>		CODE <b>SP0300</b>		6. ADMINISTERED BY (If other than Item 5) <b>DCMC Indianapolis DCMDE-GETB/T.Lira 615 E. Houston Street P.O. Box 1040 San Antonio, TX 78294-1040</b>		CODE <b>S4404A</b>	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  <b>The Wornick Company Right Away Division 200 N. 1st Street P.O. Box 55 McAllen, TX 78505-0055</b>				8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT  <b>0.25% 13 days, Net 30 days</b>			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) ITEM ADDRESS SHOWN IN: <b>See block # 12 SC1024</b>			
CODE <b>060120</b>		FACILITY CODE		11. SHIP TO/MARK FOR <b>See Schedule</b>		12. PAYMENT WILL BE MADE BY <b>DFAS-Columbus Center West Entitlement Operations P.O. Box 182381 Columbus, OH 43218-2831</b>	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 USC 2304(c) ( 3 ) <input type="checkbox"/> 41 USC 253(c) ( )				14. ACCOUNTING AND APPROPRIATION DATA <b>SG97X4930.5CS0 01 26.0 S33150</b>			
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY		15D. UNIT	
15E. UNIT PRICE		15F. AMOUNT					
0001		Meal, Ready-to-Eat, Individual MRE XXIII NSN: 8970-00-149-1094		1,312,500		BX \$52.14 68,433,750.00	
0002		Humanitarian Daily Ration HDR NSN: 8970-01-375-0516 FOB: Origin Inspection/Acceptance at Origin		250,000		BX \$38.50 9,625,000.00	
				15G. TOTAL AMOUNT OF CONTRACT		\$ 78,058,750.00	
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>SP0200-R-7049</b> CONTINUED ON SCH. PAGE *, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER <b>JAMES A. LECOLLIER</b>			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY <i>James A. Lecollier</i> (Signature of Contracting Officer)		20C. DATE SIGNED <b>3/31/03</b>	

**The Wornick Company**

Section "B" Supplies/Services and Prices  
Base Year

The effective period of this contract is from date of award through Dec 31,2003.

<u>LINE</u>	<u>ITEM/DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>F.O.B.</u>
0001	Meal, Ready-to-Eat, Individual NSN: 8970-00-149-1094	\$52.14	Origin

Minimum Quantity: 875,000 BX  
Minimum Dollar Value: \$45,622,500.00

Maximum Quantity: 1,312,500 BX  
Minimum Dollar Value: \$68,433,750.00

0002	Humanitarian Daily Ration NSN: 8970-01-375-0516	\$38.50	Origin
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Minimum Quantity: 10,000 BX  
Minimum Dollar Value: \$385,000.00

Maximum Quantity: 250,000 BX  
Maximum Dollar Value: \$9,625,000.00

Inspection and Acceptance points for this contract shall be as follows:

<u>ITEM</u>	<u>INSPECTION</u>	<u>ACCEPTANCE</u>
0001	Origin	Origin
0002	Origin	Origin

\*Amendments 1- 3 all contractor and government correspondence including final revised letter dated 2/26/03

**The Wornick Company****Places of Performance and Inspection Offices:**PLACE OF PERFORMANCE

The Wornick Company  
Right Away Foods  
200 North 1<sup>st</sup> Street  
McAllen, TX 78501

INSPECTION OFFICES

Army Veterinary Inspection Activity  
(AVI)

INSPECTION OFFICE

CODE: VG073  
Officer-in-Charge  
USDA-AMS-PPB-FV  
117 South Westgate  
Weslaco TX 78596-6424

**Retort Items:**PLACE OF PERFORMANCE

The Wornick Company  
Prepared Foods Division  
10825 Kenwood Road  
Cincinnati, Ohio 45242

INSPECTION OFFICE

CODE: VG073  
Officer-in-Charge  
USDA-AMS-PPB-FV  
117 South Westgate  
Weslaco TX 78596-6424

**Miscellaneous Items:**PLACE OF PERFORMANCE

TransPackers, Inc.  
419 Vandervoort Ave  
Brooklyn, NY 11222-5313

INSPECTION OFFICE

Officer-in-Charge  
USDA-AMS-PPB-FV  
4318 N. Technology  
South Bend IN 46628

PLACE OF PERFORMANCE

Sterling Foods Inc.  
1075 Orion Parkway  
San Antonio, TX 78216

INSPECTION OFFICE

USDA, AMS, PPB-FV  
Park Plaza Prof. Bldg., Ste 304  
622 Georges Road  
North Brunswick NJ 08902-3313

INSPECTION OFFICE

Officer-in-Charge  
USDA-AMS-PPB-FV  
117 South Westgate  
Weslaco TX 78596

**The Wornick Company**

PLACE OF PERFORMANCE

PORTIONPAC

1609 Stone Ridge Drive  
Stone Mountain, GA 30083

INSPECTION OFFICE

USDA, AMS, FV, PPB

Scott Ball, OIC

Phoenix Center Office Park

1651 Phoenix Blvd. Ste. 1

College Park, GA 30349-5552

770-909-6780

PLACE OF PERFORMANCE

Interbake Foods Inc.

900 Terminal PL

Richmond, VA 23261

INSPECTION OFFICE

Kathryn G. Hernandez, OIC

USDA, AMS, FV, PPB

1 North 14<sup>th</sup> St., Room 332

Richmond, VA 23219-3601

PLACE OF PERFORMANCE

Jianas Brothers Packaging Co.

2533 Southwest Blvd.

Kansas City, MO 64108-2395

INSPECTION OFFICE

USDA, AMS, FV, PPB

Dwain Parrish, OIC

3622 Moreland Drive

Weslaco, TX 78596-9131

956-514-5562

**Flameless Ration Heater:**

PLACE OF PERFORMANCE

Trutech, Inc.

680 Elton Street

Riverhead, NY 11901-2585

INSPECTION OFFICE

DCMA Long Island

605 Stewart Avenue

Garden City, NY 11530-4761

516-228-5720

**The Wornick Company****Authorized Production Standards:**

<b>ITEM</b>	<b>LOT NUMBER</b>
Bean & Rice Burrito	2140
Beef Enchiladas	2155A
Beef Patty	2144AC
Beef Ravioli	2156AB
Beef Roast w/Vegetables	2196AA
Beef Steak w/Mushrooms	2201CA
Beef Stew	2137FD
Beef Teriyaki	2304CA
Boneless Pork Rib	2164CA
Cheese Tortellini	2156AG
Chicken w/Cavetelli	2137AD
Chicken w/Noodles	2163AC
Chicken w/Salsa	2184AA
Chili & Macaroni	2206AG
Chicken Tetrazinni	2169AE
Chicken Breast Fillet	2144AC
Country Captain Chicken	2122AH
Jambalaya	2308CA
Meatloaf w/Gravy	2298CA
Pasta w/Vegetables	2157FF
Spaghetti w/Meat Sauce	2164AE
Thai Chicken	2221CA
Turkey Breast Pot/Gravy	2158AF
Vegetable Manicotti	2192CA
Applesauce (Type I)	2172AE
" Rasp. (Type VI)	2179AB
Applesauce Carbo Enhance.	2200CA
Beef Snacks	2171, 2199
Buttered Noodles	2128AC
Cappuccino, French Van.	223CHA02, 2207, 2137
" Mocha	223CHA02, 2207, 2121
Chocolate Chip Cookies	2221, 2218T
" Mint Cookies	2235
" Disc Cookie	2231, 2218F, 2218T
" Sports Bar	2192
Clam Chowder	2183CA
Crackers, Plain	2198, 3002
" Vegetable	2169, 3002

**The Wornick Company**

<b>ITEM</b>	<b>LOT NUMBER</b>
Fig Bar	2170, 2168
Hot Sauce	2211
Mashed Potatoes	2303CB
Minestrone (Stew)	2100AC
Noodles, Chow Mien	2198
Nut Raisin Mix	2191
Oatmeal Cookie	2222, 2218T, 2218F
Potato Sticks	2213
Pretzels	2196
Pretzels Ch Fill. Chdr	2129
“ Ncho	2142
Red Pepper, Ground	2173
Rice Mexican	2130AG
“ Yellow/Wild Pilaf	2127AD
Roasted Peanuts	2165, 2205
Seasoning Blend, Salt Free	21432
Van. Sug. Cr. Wafer Cook.	2191, 2179
Western Beans	2115A
Dairy Shake Vanilla	2207, 2162
“ Strawberry	2205, 2163
“ Chocolate	2196, 2165
Barbecue Sauce	2191
Picante Sauce	2168
Flameless Ration Hearers	2217

\* Did not obtain an acceptable rating and cannot be used until an acceptable rating is achieved.

**CONTRACT OPTIONS**

This contract contains two one-year option periods for the above line items. The Government may exercise the contract options to include any, one, or all of the contract line items. If the Government exercises its option(s), the effective period of the contract may be extended as follows:

The effective period of option year one is from date of award through 365 days thereafter.

The effective period of option year two is from date of award through 365 days thereafter.

<u>ITEM 0001</u>	<u>MINIMUM QUANTITY</u>	<u>MAXIMUM QUANTITY</u>
Option Year One	*500,000 BX	*

Option Year Two	*500,000 BX	*
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<u>ITEM 0002</u>	<u>MINIMUM QUANTITY</u>	<u>MAXIMUM QUANTITY</u>
Option Year One	*10,000 BX	250,000 BX

Option Year Two	*10,000 BX	250,000 BX
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If the option year is invoked the contract minimum and maximum quantity will be established in accordance with Section M-6, Page 126, of the solicitation.

<u>ITEM 0001</u>	<u>UNIT PRICE</u>
Option Year One	**
Option Year Two	**

<u>ITEM 0002</u>	<u>UNIT PRICE</u>
Option Year One	\$39.00 BX
Option Year Two	\$39.50 BX

\*\*The unit price for the MRE option year prices will be established at the time the option is exercised. These prices will utilized the price tiers submitted under the final revised proposal dated February 23, 2003. The quantity that is awarded will establish the basic unit price. Additional orders above the minimum will be priced I/A/W those prices submitted in response to Section L-3(c)(3) of solicitation SP0300-02-R-7049.

Unit prices for initial order quantities shall be as submitted in awarded final revised offers under provision L-3 ( c ) ( 4 ) of the contract. It should be noted that each offeror's prices for all tiers for each option year submitted in their final revised proposal remain in effect.

The contractor is alerted to the fact that delivery order SP0300-03-D-Z107/0001 covering the allocated share of the Governments Overall Minimum Quantity Requirement cited in the solicitation is hereby issued concurrently, although under separate cover, with this award.

**REMITTANCE ADDRESS:**

Texas State Bank c/o Ms. Susan Dietz  
3700 North 10<sup>th</sup> Street  
P.O. Box 4797  
McAllen, TX 78502



**DEFENSE LOGISTICS AGENCY  
DEFENSE PERSONNEL SUPPORT CENTER  
2800 SOUTH 20TH STREET  
PHILADELPHIA, PENNSYLVANIA 19145-5099**



IN REPLY  
REFER TO

DPSC: HRAA

March 31, 2003

SUBJECT: Special Instructions Pertaining to Defense Personnel Support Center Contract No. SPO300 -03-D-Z107  
Contractor THE WORNICK COMPANY/RIGHT AWAY DIV.

TO: DMC SAN ANTONIO, 615 E. HOUSTON ST., PO BOX 1040, SAN ANTONIO, TX 78294-1040

REFERENCE: FAR 42.302. Instructions are applicable only if ☒ is entered below:

1. ☐ Inspection is to be performed under the Subsistence Inspection Manual, DPSCM 4155.6, by the Veterinary Corps or U.S. Department of Agriculture.
2. ☐ Quality Assurance is to be performed by the cognizant DCMAO.
3. ☐ Government Furnished Property (GFP) clause is applicable to this contract and forms a part of this letter. The CAO will accomplish negotiation and supplemental agreements to effect contract settlement and closeout. The contracting officer will provide disposition and shipping instructions on excess inventory. A copy of the closed and audited official GFP record will be provided to the contracting officer within 30 days of contract completion.
4. ☒ Authority is delegated to effect contract modifications, including negotiations for:
  - ☒ Administrative changes. ☐ Change orders pursuant to modified shipping instructions or diversions.
  - ☐ Supplemental Agreements resulting from change orders issued under the Changes clause (excluding acceptance of nonconforming supplies).
  - ☒ Supplemental Agreements to revert F.O.B. destination shipments to F.O.B. origin, and price adjustment therefor, under DPSC clause 52.247-9P15 when seavan through container shipment becomes applicable.
5. ☐ Disposition of food supplies in the hands of a contractor as GFP which are damaged, scrap, salvage, deteriorated, spoiled, contaminated, unwholesome or other potential health hazard, based upon the contracting officer directions.
6. ☐ Approval/disapproval of contractor-requested appeal inspection or reinspections.
7. ☒ Provide one copy of all reports of damaged receipts and a copy of the final disposition instructions to DPSC-HONI.
8. ☒ Material Release Orders for removal of nonconforming supplies by contractors from storage points will be issued by DPSC-HONI.
9. ☐ This contract is assigned for inspection only.
10. ☒ For each potential or actual delinquency against this contract (unless previously reported) immediately forward DD Form 375-2 (Flash Notice) to this Center addressed to DPSC-HONI and mark for ATTN: DPSC-HONI. In addition, whenever DD Form 375c, Production Progress Report (Continuation) is required by Defense FAR Supplement 242.1107(b)(iv), forward report in duplicate addressed to DPSC-HONI. Mark one copy: "Contracting Officer's copy, ATTN: DPSC-\_\_\_\_\_", mark other copy: "IM copy, addressed to Attn: DPSC-HONI." Electronically transmitted reports will be marked to attention Contracting Officer and IM as indicated above.
11. ☐ If the contractor is a small business and requires assistance to perform in accordance with contract terms and conditions, the ACO shall coordinate with the local SBA office and establish a joint team to provide the necessary technical and management assistance. If specialized technical expertise is required, the ACO may direct a request to the contracting officer.
12. ☐ This is the first award to this Small Disadvantaged Business (SDB) or the first for the item being procured. Request a postaward orientation conference be conducted in accordance with FAR 42.501(b). If a recent postaward conference has been performed with this SDB, a letter or other form of written communication may be used in lieu of a conference as long as a copy of the communication is furnished to the undersigned.
13. ☒ The following functions are retained by contracting office:
  - a. Sanitary plant approval.
  - b. Claims other than those pertaining to (i) shipment discrepancies or damage of astray shipments; (ii) government created plant or manufacturing stoppage.
  - c. Changes in contract terms relating to scope of work, schedule, item price (except under 4 above) or technical specifications.
  - d. Decision to accept/reject nonconforming supplies offered for waiver action.
  - e. Warranty action under the warranty clause for items accepted and delivered.
  - f. Contractual determinations resulting from reported unsanitary plant conditions.
  - g. Authorization and payment of USDA costs for reinspection and appeal inspections.
  - h. Production Status on Ration Assembly contracts.

NOTE: The contracting officer may be reached by telephone Area Code 215-737-3625. (DSN: 444-3625).  
☒ Copies of this Contract have been furnished:

NO. COPIES	DCMD CODE	USDA CODE
5	S4404A	
5	SC1024	

VET CORPS CODE  
*James A. Lecollier*  
JAMES A. LECOLLIER  
CONTRACTING OFFICER

DPSC FL  
SEP 94

1784-3A

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